

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

HONEYWELL SAFETY PRODUCTS USA,
INC.,

Case No. 21-7432

Plaintiff,

v.

AKKAD DISTRIBUTION, LLC,

Defendant.

STIPULATED FINAL JUDGMENT AND ORDER

This matter is before the Court on the joint request of Plaintiff Honeywell Safety Products USA, Inc. ("Honeywell"), and Defendant Akkad Distribution, LLC ("Akkad") for the entry of a Stipulated Final Judgment and Order, and the Court has reviewed the request and all pleadings and proceedings in this matter to date, and for good cause shown,

IT IS on this 17th day of August 2023,

ORDERED that final judgment be and hereby is entered in favor of Honeywell and against Akkad as to all counts asserted in the Complaint filed by Honeywell against Akkad on September 3, 2021 in the amount of **\$924,698.40**, and it is further


ORDERED that, pursuant to the Honeywell Personal Protective Equipment and Retail U.S. Terms and Conditions of Sale (the "Terms and Conditions") referenced in the Distributor Agreement between Honeywell and Akkad, which dictates that Akkad shall pay a late charge on delinquent amounts at the lower of 1.5% per month or the maximum rate permitted by law, for each full or partial month in which payment is overdue, and in accordance with N.Y. C.P.L.R. § 5004, pursuant to which prejudgment interest is calculated at a rate of 9% *per annum* (see *Marfia v. T.C. Ziraat Bankasi, New York Branch*, 147 F.3d 83, 90 (2d Cir. 1998) (prejudgment interest on

New York state law claim for breach of contract is calculated in accordance with New York state law), and in accordance with N.Y. C.P.L.R. § 5001(a), pursuant to which prejudgment interest “shall be recovered upon a sum awarded because of a breach of performance of a contract” and “shall be computed from the earliest ascertainable date the cause of action existed,” and Honeywell and Akkad stipulating that such prejudgment interest shall be computed dating from **March 20, 2021**, to the date of entry of this Stipulated Final Judgment and Order, prejudgment interest is awarded to Honeywell in the amount of \$ 200,646.89, which amount has been calculated by the Clerk of the Court, and it is further

ORDERED that pursuant to the Terms and Conditions referenced in the Distributor Agreement between Honeywell and Akkad, Honeywell and Akkad agreed that Honeywell may recover all costs of collection, including but not limited to reasonable attorneys’ fees, and Honeywell having incurred attorneys’ fees and costs exceeding \$43,287.00, and the Parties stipulating that Akkad shall be responsible for such attorneys’ fees and costs, attorneys’ fees and costs in the amount of \$43,287.00 are awarded to Honeywell, and it is further

ORDERED that Akkad shall bear its own attorneys’ fees and costs and no award of attorneys’ fees and costs is made to Akkad, and it is further

ORDERED that this judgment is deemed served on all parties on the date it is entered by the Court.


Hon. Naomi Reice Buchwald, U.S.D.J.

We hereby consent to the form and entry of the above.

K&L GATES LLP

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